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7 Attorneys for Plaintiff

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9 **UNITED STATES DISTRICT COURT**  
10 **NORTHERN DISTRICT OF CALIFORNIA**  
11 **SAN JOSE DIVISION**

12 **EQUAL EMPLOYMENT OPPORTUNITY**  
13 **COMMISSION,**

14 **Plaintiff,**

15 **v.**

16 **GUARDSMARK, LLC,**

17 **Defendant.**

**Case No. CV 11-03190 PSG**

**CONSENT DECREE**

18  
19 **I. INTRODUCTION**

20 Plaintiff, the United States Equal Employment Opportunity Commission (“Commission”)  
21 commenced this action on June 28, 2011, pursuant to Title VII of the Civil Rights Act of 1964, as  
22 amended, 42 U.S.C. 2000e, *et seq.* (“Title VII”) and the Age Discrimination in Employment Act of  
23 1967, as amended (“ADEA”). The Commission’s action was brought to correct alleged unlawful  
24 practices on the basis of national origin, age and retaliation.

25 The EEOC and Defendant Guardsmark LLC, want to conclude fully and finally all claims  
26 arising out of this action in order to reach an amicable resolution of this matter and to avoid  
27 expenditure of further resources and expenses in contested litigation.

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1 **II. NON-ADMISSION OF LIABILITY**

2 This consent decree is not an adjudication or finding on the merits of this case and shall not  
 3 be construed as an admission of a violation of Title VII and/or the ADEA by Defendant  
 4 Guardsmark. This Consent Decree does not affect any administrative charges of discrimination that  
 5 may be pending with the Commission other than those mentioned expressly herein or any cases  
 6 pending in court other than the instant lawsuit.

7 The Court has reviewed the terms of this Consent Decree in light of the pleadings, the record  
 8 herein, and the applicable law, and now approves the Consent Decree in its entirety.

9 Therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

10 **III. GENERAL PROVISIONS**

11 A. This Court has jurisdiction over the subject matter and the parties to this action.

12 B. This Consent Decree constitutes a full resolution of the Commission's Complaint and  
 13 First Amended Complaint in Case No. **CV-03190 PSG** and the charge of discrimination filed with  
 14 the Commission by Inderpal Nayyar alleging discrimination on the basis of national origin, age and  
 15 retaliation, Inderpal Nayyar v. Guardsmark, EEOC Charge #556-2008-00320.

16 C. This Consent Decree shall become effective upon its entry by the Court.

17 D. Each party shall bear its own costs and attorney fees.

18 E. Defendant is prohibited from discriminating against its employees with respect to  
 19 terms and conditions of employment, including harassment, based on national origin and age.

20 F. Defendant is prohibited from discriminating or retaliating against any person because  
 21 he or she (a) has opposed any practices alleged in this lawsuit as unlawful under Title VII, (b) has  
 22 participated in any investigation conducted under Title VII connected with or leading up to this  
 23 lawsuit; (c) has participated in this lawsuit; or (d) has benefited or will benefit in any way as a result  
 24 of this Consent Decree.

25 **IV. INDIVIDUAL RELIEF**

26 A. Within fourteen (14) calendar days after this Consent Decree has been entered by the  
 27 Court, Guardsmark will pay Inderpal Nayyar the amount of \$25,000.00 (Twenty Five Thousand  
 28 Dollars and No Cents). The payment will be made by check to "Inderpal Nayyar" and delivered to

1 Linda Ordonio Dixon, Senior Trial Attorney, Equal Employment Opportunity Commission, 350 The  
 2 Embarcadero, Suite 500, San Francisco, California, 94105. Guardsmark shall cause to be issued an  
 3 IRS Form 1099-misc to Inderpal Nayyar for the monetary relief paid.

4 B. Guardsmark will not condition Inderpal Nayyar's receipt of monetary relief on his  
 5 agreement to: (1) release and waive any claims or issues other than those raised in the Commission's  
 6 complaints in this action or the charge of discrimination filed by Inderpal Nayyar giving rise to the  
 7 Commission's complaint; (2) waive his statutory right to file a charge with any federal or state anti-  
 8 discrimination agency; or (3) waive his right to apply for a position with Guardsmark.

## 9 **V. EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATION POLICIES**

10 A. Guardsmark will reaffirm its anti-discrimination policies to its employees working in  
 11 or from the San Jose office. The reaffirmation will include 1) providing copies of Guardsmark's  
 12 anti-discrimination policies to each employee and 2) a verbal statement of the company's  
 13 commitment to enforcing the anti-discrimination policies to be made at a staff meeting, or other  
 14 gathering of employees, by the highest ranking employee at the San Jose location.

15 B. If Guardsmark revises its anti-discrimination policies at any time during the term of  
 16 this decree, it will mail a copy of the revised policy to the EEOC within thirty (30) days of its  
 17 adoption.

## 18 **VI. TRAINING**

19 A. Within ninety (90) days of entry of this Decree, Guardsmark shall provide anti-  
 20 discrimination training in its San Jose, California location according to the following terms:

21 1. All managers which who directly supervise employees at Guardsmark's San  
 22 Jose office will receive training which includes the following topics:

- 23 a. National Origin Discrimination
- 24 b. Age Discrimination
- 25 c. Retaliation
- 26 d. Response /Handling of Discriminatory Preferences of Clients

27 2. The duration of the training will be two hours and will be conducted by a  
 28 labor specialist experienced and familiar with the provisions of Title VII and the ADEA.

1           3. All employees (supervisory and non-supervisory) who work at or through the  
2 San Jose office, will receive anti-discrimination training including 1) explanations, descriptions and  
3 examples of prohibited discrimination based on national origin, age and retaliation, 2) an explanation  
4 that the discriminatory practices of a client should be reported to management, and, 3) an  
5 explanation of the penalties which may be given if an employee engages in discriminatory behavior.

6           4. Guardsmark will require all attendees to sign and date an attendance form.  
7 Guardsmark will repeat the foregoing training annually for the duration of this Consent Decree.

## 8 **VII. NOTICE**

9           Guardsmark shall post conspicuously at the San Jose office, the Notice attached to this  
10 Decree as Exhibit A, for the duration of this Decree, commencing within ten days after entry of this  
11 Decree by the Court. Should the Notice become defaced, marred, or otherwise made unreadable,  
12 Guardsmark will ensure that new readable copies of the Notice are posted in the same manner as  
13 specified herein.

## 14 **VIII. REPORTING REQUIREMENTS**

15           A. Guardsmark will provide three reports to the Commission during the term of the  
16 Decree. Guardsmark will submit the first report six months after entry of the Decree and the second  
17 report 12 months after entry of the Decree, and the final report two months before the expiration of  
18 the Decree. Each report will describe all complaints based on discrimination at the San Jose office  
19 including the nature of the complaint, the name of the complaining employee, the date of the  
20 complaint, a description of the response to the complaint by the company and its resolution.

21           B. Within sixty (60) days of entry of this Decree, Guardsmark will send the EEOC  
22 certification that the Notice required by paragraph VII, above, has been posted.

23           C. Within thirty (30) days of completion of the training required by paragraph VI, above,  
24 Guardsmark will send a report to the Commission describing the training of supervisors, managers  
25 and hourly employees on discrimination prohibited by Title VII and the ADEA. Guardsmark will  
26 submit to the Commission copies of the training attendance forms required by paragraph VI(4),  
27 above.

28           D. All submissions required under the "Reporting Requirements" provisions of this

Decree shall be sent to Linda Ordonio Dixon, Senior Trial Attorney, EEOC San Francisco District Office, 350 The Embarcadero, Suite 500, 94105.

**IX. RETENTION OF JURISDICTION AND EXPIRATION OF CONSENT DECREE**

This Consent Decree shall terminate two (2) years from the date of entry by the court unless the Commission petitions this court for an extension of the Decree because of noncompliance by Guardsmark. If the Commission determines that Guardsmark has not complied with the Consent Decree, the Commission will provide written notification of the alleged breach to Guardsmark and will not petition the court for enforcement sooner than thirty (30) days after providing written notification. The thirty-day period following written notice shall be used by the parties for good faith efforts to resolve the issue. If the Commission petitions the court and the court finds Guardsmark to be in substantial violation of the terms of the Decree, the court may extend the duration this Consent Decree.

This Court shall retain jurisdiction over this action for the purposes of enforcing the provisions of this Consent Decree.

On behalf of Plaintiff EEOC

On behalf of Defendant Guardsmark, LLC

Date: May 11, 2012

Date: May 11, 2012

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

MUNGER, TOLLES & OLSON LLP

/s/ William R. Tamayo  
William R. Tamayo, Regional Attorney

/s/ Alan V. Friedman  
Alan V. Friedman

/s/ Johnathan T. Peck  
Jonathan T. Peck, Supervisory Trial Attorney

*Attorneys for Defendant*

/s/ Linda Ordonio-Dixon  
Linda Ordonio-Dixon, Senior Trial Attorney

*Attorneys for Plaintiff*

E-filing Certification: I Jonathan T. Peck, counsel for EEOC, certify that I have obtained the concurrence of Alan V. Friedman, counsel for Defendant Guardsmark, LLC for filing of this Consent Decree.

ORDER

Dated: May 13, 2012

  
HON. PAUL S. GREWAL  
U.S. District Court Magistrate Judge

**NOTICE TO ALL EMPLOYEES AT THE SAN JOSE OFFICE**

1. This Notice to all employees of GUARDSMARK LLC at its San Jose, California location is being posted as part of the remedy agreed to between Guardsmark and the United States Equal Employment Opportunity Commission in settlement of a complaint that Guardsmark discriminated against an employee based on national origin, age and in retaliation for making a complaint of discrimination. Guardsmark has agreed to reaffirm that its policies against such discrimination will be followed; has agreed to provide additional training on anti-discrimination issues; and has agreed to pay monetary damages to the complaining employee.

2. Federal law requires an employer to maintain a workplace free from discrimination based on religion, as well as race, sex (gender), color, national origin, age (40 or older), or disability with respect to terms and conditions of employment. It is a violation of Title VII of the Civil Rights Act, 42 U.S.C. §2000e, et seq., to harass an employee based on his national origin. It is a violation of the Age Discrimination in Employment Act 29 U.S.C. §626(b) to harass an employee based on this age (over 40). Both statutes prohibit retaliation for raising a complaint of discrimination.

3. Guardsmark does not tolerate or condone discrimination based on national origin or age regarding any employee or applicant for employment. Discrimination based on national origin and/or age is a violation of company policy as well as federal law. Guardsmark policies also prohibit retaliation against an employee who complains about discrimination. Violation of company policy by anyone employed by Guardsmark will result in disciplinary action up to and including termination.

4. The posting of this Notice by Guardsmark does not constitute an admission by Guardsmark of any liability under Federal law.

5. This notice must remain posted for two years from the date below and must not be altered, defaced, or covered by any other materials. Any questions about this Notice of compliance with its terms may be directed to Gareth Leviton, Vice President and General Counsel, Guardsmark, LLC, 22 South Second Street, Memphis, TN 38103-2695.

6. If you believe you have been discriminated against, you have the right to seek assistance from:

U.S. Equal Employment Opportunity Commission  
San Jose Local Office  
96 N. Third Street, Suite 200, San Jose, CA 95112  
Telephone: (408) 291-7282  
Website: [www.eeoc.gov](http://www.eeoc.gov)

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**